

**DECISION**



22455  
**THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D.C. 20548**

**FILE:** B-210125

**DATE:** January 6, 1983

**MATTER OF:** Riverport Industries

**DIGEST:**

A question concerning the propriety of a decision to terminate a contract for default is matter of contract administration to be resolved under Disputes Clause of contract and not under GAO Bid Protest Procedures.

Riverport Industries protests the termination for default of contract No. N00174-83-C-0010. The contract was terminated by the Naval Ordnance Station, Indian Head, Maryland. We will not consider this matter.

The question of whether a contract should be terminated for default is a matter of contract administration and is to be resolved under the Disputes Clause of the contract in question. It is not an issue that will be considered under our Bid Protest Procedures, 4 C.F.R. Part 21 (1982), which are reserved for considering whether an award or proposed award of a contract complies with statutory, regulatory, and other legal requirements for Government procurement. Engineering Service System, Inc., B-191538, April 13, 1978, 78-1 CPD 285. Thus, any dispute concerning the propriety of the termination for default must be filed with the Armed Services Board of Contract Appeals under procedures outlined in the Disputes Clause. We note that by letter dated December 4, 1982, the Navy informed Riverport that the contracting officer's decision to terminate the contract could be appealed to the Board.

The protest is dismissed.

*Harry R. Van Cleve*  
Harry R. Van Cleve  
Acting General Counsel

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